

**STE K250** 

Payee Name / Address:

TEXAS PREGNANCY CARE NETWORK

1101 S CAPITAL OF TEXAS HWY

WEST LAKE HILLS,TX 78730-5115

## **Purchase Voucher**

Agency: 529

TEXAS HEALTH AND HUMAN SERVICES COMMISSION

Voucher Number: 01177525

**USAS Doc Number:** 

TCode: AP-225-STD

Origin: ONL

Payee ID/Check/Mail: 1760802397/8/000

Freight Amount:

\$0.00

Gross Amount (includes Frt.):

\$762,500.00

Discount Amt Taken:

Payment Amount:

\$0.00

\$762,500.00

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Line	PO ID	PCC RT	<u>Invoice</u>	<u>ID</u>	<u>In</u>	voice Descr	<u>iption</u>			AMO	TNUC
1	0000094898	0	TPCN-	13.5	TF	PCN-13.5 (F	fulfill the terms of	f contract)		\$762,5	00.00
<u>ShipTo</u>	ID Non-HF	ISAS Cntrct	<u>D</u>								
2010							Invoice DT:	12/20/16	Reqt'd Pay DT	:	7
	Contract:	<u>#</u>	<u>Wkfc</u>	Org PmtDt	<u>IC</u>	RC	Inv Recv'd DT:	12/20/16	Pay Due DT:	01/30/17	
	529-16-0004	-00001	N				Service DT:	12/31/16	P O DT:	09/01/16	
	Account	Entry Eve	nt Fund	Dept.	Progran	<u>Class</u>	Budget Ref	Prj/Gra	<u>ant</u>	Ar	nount
1.1	725300		0001	716	5016	03138	2017	TANF1	OOF	\$762,50	00.00
	Open Iter	m Key:					Conf:N		Cer	tified Amt:	0.00
Descriptive Legal Text (DLT Comments):											
DOS: N	10V 2016										
1	I approved this voucher for payment. The above goods or services correspond in every particular with the contract under which they were purchased. The invoice for the goods or services is correct. The payment complies with the General Appropriations Act.										
tney we	re purchasea.	t ne invoice io	r me goods	or services is c	orrect. In	e payment c	omplies with the C	seneral App	ropriations Act		
			1)					r 0047			

			JAN 25 2017	01/20/2017	
	Approved By	Approver Phone(Area+Number)	Date Approved	DateEntered into HHSAS	
		.,		Wagner,Cathy J (ONL UID)	
Approved By		Approver Phone(Area+Number)	Date Approved	Entered By	
	Contact Name	Contact Phone(Area+Number)	-		

Report ID: ACAP2577.rpt Database; FPRD529

Run Date: 01/20/2017, 03:03:43PM Page 19 of 25

<u> IUD)</u>

Prepared By: Wagner, Cathy J (ONL



# **Texas Pregnancy Care Network** (TPCN)

## INVOICE

Billing Office:

Texas Pregnancy Care Network (TPCN) 1101 S. Capital of Texas Highway Building K, Suite 250 Austin, TX 78746

Billing Address:

Leroy Torres
Office of Women's Health and Educational Services
Moreton Bldg. Room 342, Mail Code 1326
1100 W. 49<sup>th</sup> Street
Austin, TX 78756

Remittance Address:

Texas Pregnancy Care Network 1101 S. Capital of Texas Highway Building K, Suite 250 Austin, TX 78746

Taxpayer ID No. 76-0802397 Amounts due may be remitted by Electronic Funds

To: Business Bank of Texas, N.A. 1910 W. Braker Ln
Building 3, Suite 100
Austin, TX 78758
Routing No. 114925615
Account:
Texas Pregnancy Care Network
1005126

Invoice Number: TPCN-13.5

Invoice Date: December 20, 2016

Due Date: January 31, 2017

For Professional Services Rendered:

RE:

Contract Number: 529-16-0004-00001A

**TPCN** is submitting this invoice according to the terms of Section VIII of the Contract between TPCN and HHSC executed on or about May 24, 2016 (attached).

Payment 13.5: Project Admin; Statewide Information, Outreach, Education & Referral Programs & Services and Client Services

Due Date: January 31, 2017

\$762,500.00

**Amount Due** 

\$762,500.00

UTC. Specifically, and without limitation, TPCN will perform in accordance with the specifications contained in Sections 1.16, and 2 of the RFP, this Section VII and TPCN's Proposal as modified and clarified.

#### VIII. BUDGET AND INVOICING

The total amount of this Contract will not exceed \$11,437,500 (\$2,287,500 in fiscal year 2016 and \$9,150,000 in fiscal year 2017). All expenditures on this Contract will be actual costs that derive from services provided and related expenses that are eligible for reimbursement under this Contract in accordance with federal and state laws; Code of Federal Regulations (C.F.R.) Title 2, Subtitle A, Chapter II-Part 200; TPCN's Budget, Budget Narrative/Budget Justification ("Budget Pages"), and Plan of Operations. TPCN will submit an invoice along with the Program Report to the Contract Representative identified in Section X, in a manner acceptable to HHSC, by the twentieth day after the last day of each month in which services were provided. Upon HHSC request, TPCN will provide any additional information to the degree of detail necessary to resolve any review, examination, inquiry or audit by HHSC or any other responsible authority.

If TPCN provides services under multiple contracts, it must maintain an accounting system that separates expenditures by contract to ensure appropriate expense allocation and contract billing (i.e. fund accounting). Payments of invoices by HHSC under this Contract will be made in accordance with Chapter 2251 of the Texas Government Code, using the following schedule:

Payment No.	Description	Due Date	Amount
12.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 30, 2016	\$762,500.00
12.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 31, 2016	\$762,500.00
12.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 31, 2016	\$762,500.00
13.1	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	September 30, 2016	\$762,500.00
13.2	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	October 31, 2016	\$762,500.00
13.3	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	November 30, 2016	\$762,500.00

Payment No.	Description	Due Date	Amount
13.4	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	December 31, 2016	\$762,500.00
(13.5)	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	(January 31, 2017)	(\$762,500 <u>100</u> )
13.6	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	February 28, 2017	\$762,500.00
13.7	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	March 31, 2017	\$762,500.00
13.8	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	April 30, 2017	\$762,500.00
13.9	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	May 31, 2017	\$762,500.00
13.10	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	June 30, 2017	\$762,500.00
13.11	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	July 31, 2017	\$762,500.00
13.12	Project Admin, Statewide Information, Outreach, Education & Referral Programs & Services and Client Services	August 31, 2017	\$762,500.00

If HHSC disputes payment of an invoice for purposes of enforcing a remedy or obtaining set-off against payments due, HHSC may limit payments in accordance with Article 9 of the UTC. Payments are subject to the restrictions in Section 1.7.2, 2.9 and 2.10 of the RFP. HHSC reserves the right to recoup and overpayments, improper payments, unsupportable payments, or otherwise do not meet the requirements of the Contract. TPCN must repay HHSC any such recoupment within the timeframe specified by HHSC or, at HHSC's sole option, HHSC may offset the overpayment by reducing subsequent payment(s) to TPCN by such amount.

TPCN must obtain HHSC's prior written approval for any fund transfers among approved budget categories that will singularly or cumulatively exceed ten percent (10%) of the total contract budget. TPCN must ensure that any budget revision is in compliance with the terms and conditions of this Contract, is for allowable expenses only, and does not change the scope of this Contract.

#### Health & Human Services Commission

#### Purchase Order

Purchase Order

Date

Payment Terms Freight Terms Ship Via Net 30 FOB Dest. Prepaid & All BEST WAY If advertised by informal bid, Invitation for Offer, or Request for Proposal; all specifications, terms, and conditions set forth in the advertisement and vendor's conforming responses become a part of this numbered purchase order. Contractor guarantees goods or services delivered meet or exceed numbered purchase order requirements.

All shipments, shipping papers, invoices, and correspondence

must be identified with our Purchase Order Number.

09/01/2016 Ship To: Community Service Administrati

**HEALTH & HUMAN SERVICES COMMISSION** 909 W 45th St

**Dispatch via Print** 

<u>52900-7-0000094898</u>

PO Box 12668 Austin TX 78751 **United States** 

Bill To: Health & Human Services Commission

> Mail Code: 3500 4900 N. Lamar Blvd, 5th Floor

Austin TX 78751 **United States** 

Marshall, Carol Beth (PCS Purchaser: 512-406-2476 Line-Sch Inventory Item ID - Line Description . Class-Item **Quantity UOM** PO Price Extended Amt Due Date

a. chap. 531, Chapter 2155.144 TGC, as amended, and any administrative rules adopted thereunder;

b. 1 T.A.C. Chapt. 391;

**STE K250** 

Vendor: 1760802397

c. General Appropriations Act, Senate Bill 1, 79th Legislature, Reg Session, 2005, Section 50 of the Special Provisions Relating to all Health and Human Services Agencies; and

d. Any other pertinent provisions of federal or state law.

TEXAS PREGNANCY CARE NETWORK

1101 S CAPITAL OF TEXAS HWY

WEST LAKE HILLS TX 78730-5115

Contract Manager - Andrea.Costlev@hhsc.state.tx.us

Phone - 512-206-5624

Final Destination Customer - Andrea.Costley@hhsc.state.tx.us

Phone - 512-206-5624

Agency Contact - Beth.Zahn@hhsc.state.tx.us

Phone - 512-206-5624

HHSC Purchaser: Carol Marshall, CTPM-carol.marshall2@hhsc.state.tx.us

Phone: 512-406-2476

Justification/Comments: This contract is for the program and adminstration of the Alternative to Abortion - a statewide program for females focused on pregnancy support services that promote childbirth.

Contract Number: 529-16-0004-00001 TIN: 17608023978

Service Dates: 09/1/2016-09/31/2017

Total contract amount is \$9,150,000.00 - not to exceed \$762,500.00 per month for the months of September 1, 2016- August 31, 2017

Vendor: Texas Pregnanacy Care Network

PO Bill To Information:

Health & Human Services Commission Mail Code: 3500 4900 N. Lamar Blvd, 5th Floor Austin, TX 78751 (512) 424-6518

Bill To Code: 3500

1.00LOT 9,150,000.00000 9,150,000.00 09/01/2016

Fulfill the terms of contract number: 529-16-0004-00001 From: 09/01/2016 through 08/31/2017

962-58

Schedule Total

9,150,000.00

Contract ID: 529-16-0004-00001 Contract Line:

0

Release: 2

### **Health & Human Services Commission**

#### **Purchase Order**

Dispatch via Print

	Freight Terms FOB Dest. Prepai	Ship Via	Purchase Or	52900-7-00000948	98
for Proposal; forth in the a become a part guarantees goo numbered purch	by informal bid, I all specification dvertisement and of this numbered dds or services d lase order require shipping papers,	nvitation for Offer,or Request s, terms, and conditions set vendor's conforming responses purchase order. Contractor elivered meet or exceed	09/01/2016		Page 2

Vendor: 1760802397 TEXAS PREGNANCY CARE NETWORK 1101 S CAPITAL OF TEXAS HWY STE K250 WEST LAKE HILLS TX 78730-5115 Bill To:

Health & Human Services Commission

Mail Code: 3500

4900 N. Lamar Blvd, 5th Floor

Austin TX 78751 United States

Line-Sch Inventory Item ID - Line Description Class-Item Quantity UOM PO Price Extended Amt Due Date

Item Total for Line

1

9,150,000.00

**Total PO Amount** 

9,150,000.00

No substitutions or cancellations are permitted without prior approval by Health & Human Services Commission. If contractor fails to deliver by promised delivery date (or reasonable time thereafter) or fails to meet requirements, Health & Human Services Commission reserves the right to purchase elsewhere and charge an increased cost and handling to contractor.

Overshipments will not be accepted unless authorized by Buyer prior to shipment. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the Health & Human Services Commission and Contractor to attempt to resolve all disputes arising under the contract.